

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 76			
2. CONTRACT NO.		3. SOLICITATION NO. W917PM-08-R-0113		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 21 Sep 2008		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356				CODE W917PM		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Qalaa House Compound Kabul</u> until <u>05:00 PM</u> local time <u>01 Nov 2008</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE					
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

BLOCK 14 CONTINUATIONUXO/Mine Clearance IDIQ Contract  
Throughout, Afghanistan

The Government intends to award one Firm Fixed Priced IDIQ contract to the offeror who offers the best value to the Government.

Item No.		Quantity	Unit	Unit Price
0001	Base Period	1 Year	LS	Not to Exceed \$6,000,000.00
1000	Option Period 1	1 Year	LS	Not to Exceed \$4,950,000.00
2000	Option Period 2	1 Year	LS	Not to Exceed \$4,000,000.00

The minimum guarantee for the base period is \$100,000.00.

The minimum guarantee for the Option Period 1 is \$25,000.00.

The minimum guarantee for the Option Period 2 is \$25,000.00.

Offerors shall prepare and submit a completed proposal for the Base Period and Two Option Periods as indicated in Section B.

## Section B - Supplies or Services and Prices

BIDDING SCHEDULE

Item No.	Description	Qty	Unit	Unit Price	Total Amount
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**BASE PERIOD****UXO/Mine Clearance**

<b>0001</b>	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award Minimum Guarantee is \$100,000.00 for the base year	1	LS	XXX	\$6,000,000.00 NOT TO EXCEED
000101	Site Survey report and Battle Area Clearance (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM	\$ _____	
000102	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$ _____	
000103	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM	\$ _____	
000104	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad,				

	or Kandahar air fields, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$ _____
000105	Site Survey report and Battle Area Clearance (square meter rate) at remote sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM	\$ _____
000106	Site Survey report and Demining (square meter rate) at remote sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$ _____
000107	Explosive Ordnance Disposal Service (Daily Rate) For any area that does not constitute a need for full Demining or Battle Area Clearance. However requires and EOD qualified person on site. (PWS Paragraph 1.1.3)	1	Per Day	\$ _____
000108	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day	\$ _____
000109	Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day	\$ _____

**Total for Base Period:**

(Includes all items 000101- 000109)

\$ \_\_\_\_\_

**OPTION PERIOD 1****UXO/Mine Clearance**

<b>1000</b>	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option Minimum Guarantee is \$25,000.00 for Option Period 1	1	LS	XXX	\$4,950,000.00 NOT TO EXCEED
100001	Site Survey report and Battle Area Clearance (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM		\$_____
100002	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM		\$_____
100003	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM		\$_____
100004	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM		\$_____
100005	Site Survey report and Battle Area Clearance (square meter rate) at remote sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM		\$_____

100006	Site Survey report and Demining (square meter rate) at remote sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$_____
100007	Explosive Ordnance Disposal Service (Daily Rate) For any area that does not constitute a need for full Demining or Battle Area Clearance. However requires and EOD qualified person on site. (PWS Paragraph 1.1.3)	1	Per Day	\$_____
100008	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day	\$_____
100009	Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day	\$_____

**Total for Option Period 1:** \$\_\_\_\_\_

(Includes all items 100001- 100009)

## OPTION YEAR 2

### UXO/Mine Clearance

<b>2000</b>	Services for survey, clearance, and certify mine and UXO clearing, Afghanistan Engineer District Area of Operation. All work shall be performed in accordance with the attached Performance Work Statement. Period of Performance: 1 Year from Award of Option Minimum Guarantee is \$25,000.00 for Option Period 2	1	LS	XXX	\$4,000,000.00 NOT TO EXCEED
200001	Site Survey report and Battle Area Clearance (square meter rate) at sites other than within a one				

	kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM	\$_____
200202	Site Survey report and Demining (square meter rate) at sites other than within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$_____
200003	Site Survey report and Battle Area Clearance (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM	\$_____
200004	Site Survey report and Demining (square meter rate) at sites within a one kilometer radius of Kabul, Bagram, Jalalabad, or Kandahar air fields, to include former/existing military bases and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$_____
200005	Site Survey report and Battle Area Clearance (square meter rate) at remote sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.10, and 1.12)	1	SM	\$_____
200006	Site Survey report and Demining (square meter rate) at remote sites and the Certificate of Clearance (PWS Paragraph 1.9, 1.11, and 1.12)	1	SM	\$_____
200007	Explosive Ordnance Disposal Service (Daily Rate) For any area that does not constitute a need for full Demining or Battle Area Clearance. However requires and EOD qualified person on site. (PWS Paragraph 1.1.3)	1	Per Day	\$_____

200208	Additional Security Teams as required or Determined (PWS Paragraph 1.1.4)	1	Per Day	\$ _____
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200209	Additional Use of Equipment as needed for Areas that require mechanical assets other than Assigned to normal clearing teams (PWS Paragraph 1.1.5)	1	Per Day	\$ _____
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**Total for Option Period 2:** \$ \_\_\_\_\_  
(Includes all items 200001- 200009)

**TOTAL PROPOSAL PRICE** \$ \_\_\_\_\_



## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT****IDIQ Services Contract  
Mine and UXO Clearance  
Afghanistan Area of Operations****1.0 General**

**1.1** The contractor shall provide all labor, equipment and materials needed to clear various sites located within Afghanistan of mines and/or unexploded ordnances (UXO). The contractor shall have all labor, equipment and materials in country and be able to provide continuous work on multiple sites simultaneously. All activities shall be conducted in accordance with the International Mine Action Standards (IMAS) and Afghanistan Mine Action Standards (AMAS). The contractor shall be fully accredited by the Afghan Mine Action Authority and registered with the Afghan Government and the United Nations Mine Actions Center (UNMACA) for mine and UXO clearance services. The contractor shall provide the U.S. Army Corps of Engineers (USACE) proof of accreditation.

**1.2** The contractor shall have available in country or onsite required armored mechanical equipment such as armored front-end loaders, excavator, mechanized armored rolling capability with detonation trailers. Other such equipment will include but not limited to mine detectors, broad loop detectors, and Hand-held magnetometers for sub surface detection with capability of detection down to one meter depth or more. The contractor shall have also in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS and AMAS standards. The contractor is free to select the most cost effective means and methods of clearance as long as the work is executed in accordance with the IMAS and AMAS standards and meets the standards provided by the US Army Corps of Engineers. The contractor is responsible for providing qualified workers, supervision, quality control, and safety personnel to execute the work in accordance with IMAS and AMAS standards. Proof of employee qualifications shall be submitted to USACE prior to commencement of clearance.

**1.3** It is the Contractor's responsibility to be aware of the risk associated with encountering mines and UXO's and take all actions necessary to assure a safe work environment during the execution of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability arising out of and resulting from any Contractor action hereunder.

**1.4** The contractor is shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM385-1-1, in effect on the date of the solicitation. The contractor shall prepare and submit an acceptable Accident Prevention Plan (APP) and Activity Hazard Analysis (AHA) in accordance with Appendix A and Section 01.A.13 of the EM385-1-1 manual. Personnel that are knowledgeable in de-mining and UXO operations shall prepare the AHAs, APP's UXO Work and Safety Plan. An AHA and APP will be prepared for each definable feature of work required under this contract. A UXO work and safety plan shall be submitted for review and accepted by the Corps of Engineers before work begins with each task order.

**1.5** A temporary perimeter fence shall be installed to completely enclose the work area at the site. The

temporary fence shall be a standard mine fence in accordance with IMAS standards. The contractor shall first clear the area required for the installation of the fence prior to starting the remainder of the site clearance. The contractor shall record the exact location of the fence line using GPS coordinates to show all changes in alignment. The contractor shall remove the fence from the site after the site clearance is completed.

**1.6** The contractor shall use the AMAS system of marking to distinguish between hazardous and cleared areas during the clearance operations. The dimensions of the areas cleared and a copy of the clearance certificate from the MAC will be transmitted to the Afghan Mine Action Authority and entered into the national database at the completion of the Task Order.

**1.7** Daily internal quality control checks must be documented and reports made available to USACE upon request. The contractor shall record the type and location all mines and UXO's found during the clearance operations. A detailed site map showing the clearance progress shall be updated daily during the progress of work. All explosive ordnance found during the clearance operations shall be stored and disposed of in accordance with IMAS and AMAS standards. All scrap metal debris found during clearance operations are to be placed in one location on the site. The scrap will be the responsibility of the host government.

**1.8** Areas within a one-kilometer radius of Kabul, Bagram, Jalalabad, and Kandahar air fields as well as any former existing military bases or installations shall be considered to be heavily contaminated areas and shall be weighted differently than other clearance areas in the country.

**1.9 Site Survey Report:** Contractor will perform a technical survey of the site to include historical and topographical information, site map, photos, technical investigation, conclusions, and proposed clearance recommendations. The report shall be comprehensive and submitted as a written report complete with drawings and exhibits. The contractor's Site Survey Report must be prepared and certified by an individual with Level I EOD qualification or equivalent. The Report shall be coordinated with the Mine Action Center (MAC) and found acceptable to the MAC and USACE prior to commencement with the clearance operations.

**1.10 Battle Area Clearance (BAC):** This includes the systematic and controlled clearance of hazardous areas where the threat is known not to include mines. The contractor will perform 100% surface clearance and subsurface clearance for UXO to a minimum depth of 13centimeters or deeper if required to obtain the specified clearance certification. If during BAC operations a mine is discovered, the contractor shall promptly, before the condition is disturbed, stop work, and notify the MAC and USACE's Contracting Officer's Representative (COR). If a mine is found, during BAC, operations shall be considered a differing site condition and the requirements of FAR 52.236-2 shall apply. When a mine is encountered at the site, the clearance operation will change from BAC to the higher de-mining standard for the remaining area to be cleared, and the differing site condition shall be addressed as a contract modification.

**1.11 De-mining:** This includes the systematic and controlled clearance of UXO and mine hazards. The contractor will perform 100% surface clearance and subsurface clearance to a minimum depth of 13 centimeters or deeper if required to obtain the specified clearance certification.

**1.12 Certificate of Clearance:** The contractor shall provide USACE a letter indicating that the site is clear of mines and UXO's and is available for construction operations to proceed. The clearance certificate will be obtained from the MAC or the UNMACA. Clearing shall be to anticipate foundation

depth. Approximate foundations depths will be one meter.

**1.13 Explosive Ordnance Disposal (EOD):** The contractor shall be able to provide onsite through out the country of Afghanistan; a qualified person who at a minimum holds a current EOD level 2 certification; for areas that do not require Demining or Battle Area Clearance (BAC). If the area does not pose a sufficient threat or hazard to constitute Demining or BAC operations then the contractor may be tasked to provide this EOD services. For this tasking, the contractor will provide an onsite consultant or spotter during the hours of any operation. The contractor will also be responsible for providing a site leader, a trained field medic or physician, as well as one driver with vehicle. Any MEC that is discovered will be recorded and then destroyed in accordance with AMAS and IMAS standards. This work will be done on construction projects, surveying and mapping, and for digging. The contractor will refer to the Scope of Work (SOW) for a detail description of the area or areas to be worked.

**1.14 Additional Security Teams for Remote or Hostile Areas:** This section will be used for the addition of extra teams of Security. If the area to be cleared is in extreme remote locations where overnight operations are required with out the uses of nearby towns and or cities then need for additional security is required, the contractor will be required to allocate the necessary teams for this location. If an area is to be considered hostile in such away that the hostilities exceed the normal conditions of a contingency environment then additional teams maybe added. Examples of hostilities that exceed normal wartime conditions would be kidnapping of civilian personnel with the intent to kill or use for profit bargaining, burning of equipment used for Demining/ UXO clearing, and civilian construction projects. If determined and agreed upon by the contractor and the US Army Corps of Engineers that these or anything in this natures is considered extreme hostile actions then additional security team be used. A security team consists of two vehicles and a 10 member teams of armed personnel. Additional teams of this matrixes maybe used or recommended by the contractor for the above situations. Once agreed upon the level of additional teams by the US Army Corps of Engineers the contractor may configure and deploy teams as deemed in accordance with the most current situation. Additional security teams will be negotiated as part of the task order or added through a contract modification.

**1.15 Additional Mechanical Equipment for BAC or Demining Task:** This section allows the contractor during the course of work to add additional equipment as needed to complete on time. If or at anytime during the task order a differing in site condition is found that requires the use of more equipment than what is on site then the line item shall be used. The standard equipment that is currently used is one piece of equipment per clearing team. This section will allow for multiple equipment assets be added to the task in order to assist in the clearing successfully and on time. Additional equipment will be negotiated as part of the task order or added through a contract modification.

**1.16 QASP:** A Quality Assurance Surveillance Plan (QASP) will be used to measure contractor performance throughout the life of the contract. The COR and contractor will have 14 days after award to finalize the attached QASP; QASP will be issued as a separate attachment.

**END OF SECTION**

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996

## Section H - Special Contract Requirements

ECONOMIC SURVEILLANCE**Economic Surveillance Contract Language**

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each work active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

CAVEATS

Section 100 – 52.222-23

Section 600 – 52.222-22

Section 700 – 52.222-21, 26, 27, 29, 35, 36, 37

“Only applicable if contractor recruits personnel within the US.”

252.247-7024 “Only applicable if contractor gave a negative response to 252.247-7022.”

52.204-3, 52.232-38, 52.204-6, 252.204-7001, 52.232-34

“Only applicable to contractors that are not to be registered in the CCR database.”

52.232-33, 252.204-7004

“Only applicable to contractors that are to be registered in the CCR database.”

252.229-7000, 252.229-7001

“Only applicable if contractor is a foreign concern.”

DBA INSURANCE

**DEFENSE BASE ACT INSURANCE RATES – LIMITATION – FIXED-PRICE (APR 2008)**

(a) The U. S. Army Corps of Engineers (USACE) has entered into a contract with **CNA/Continental Insurance Company** to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate. The rates for this insurance are as follows:

Services @ \$3.50 per \$100 of compensation;

Construction @ \$7.25 per \$100 of compensation;

Security @ \$10.30 per \$100 of compensation;

Aviation @ \$17.50 per \$100 of compensation.

(b) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: \_\_\_\_\_

(2) Defense Base Act Insurance Costs: \_\_\_\_\_

(3) Total Cost: \_\_\_\_\_

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703) 813-6571 [ramoan.jones@rutherford.com](mailto:ramoan.jones@rutherford.com). The alternate POC is Sara Payne, Senior Vice President, (703) 813-6503 [sara.payne@rutherford.com](mailto:sara.payne@rutherford.com).

**WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) – SERVICES (APR 2008)**

(a) This clause supplements FAR Clause 52.228-3.

(b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA/Continental Insurance Company** unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is **\$3.50 per \$100 of compensation for services**.

(c) The contractor agrees to insert a clause substantially the same as this one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.

(d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE DBA Pilot Program administered by CNA Insurance and their Managing Broker, Rutherford International.

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## ADDITIONAL CLAUSES

## **SPECIAL CLAUSES**

### **PART 1 GENERAL**

#### **1.1 PRECONSTRUCTION CONFERENCE**

##### **1.1.1 Schedule of Meeting**

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractor's Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing and other aspects of this project that warrant clarification and understanding.

##### **1.1.2 Meeting Minutes**

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit same to the Contracting Officer for approval within three (3) work days. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

#### **1.2 NOT USED**

#### **1.3 CONTRACTOR'S MOBILIZATION AREAS**

##### **1.3.1 General**

### 1.3.1.1 Facilities within the Mobilization Site

All facilities within the Contractor's mobilization site shall be of substantial construction suitable for the local weather conditions. Housing, messing and sanitary facilities shall meet the requirements of Corps of Engineers Safety and Health Requirements Manual EM 385-1-1. The Contractor shall provide all utilities required to make the site self-sufficient.

1.3.1.2. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. All trash shall be disposed of off base in accordance with Host Nation requirements. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Loose debris capable of being windblown, shall be immediately placed in sealed or covered containers. Any dirt or soil which is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities, which are salvageable, shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

### 1.3.2 CONTRACTOR'S MOBILIZATION AREA (ON-SITE)

The Contractor will be permitted to use the area designated by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. The Contractor may live on site, if specified in the task order for each individual project site, but shall provide all utilities required to make his living site self-sufficient. The Contractor is responsible for obtaining any required additional mobilization area above that designated. On completion of the contract, all facilities shall be removed from the mobilization area by the Contractor and shall be disposed of in accordance with applicable Host Government Laws and Regulations. The site shall be cleared of construction debris and other materials and the area restored to its final grade.

### 1.3.2.1 through 1.3.2.9 NOT USED.

### 1.3.2.10 Protection and Maintenance of Traffic

During clearance operations the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the clearance period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and/or base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with Host Nation and/or base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads..

### 1.3.2.11 NOT USED

### 1.3.2.12 Employee Parking

Contractor employees shall park vehicles in an area approved by the Contracting Officer. Contractor employee parking shall not interfere with existing and established parking requirements of the Afghan military personnel on-site.

#### 1.3.2.13 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to ensure the restriction of workers to the immediate area of the clearance and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

#### 1.3.2.14 Barricades

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by clearance activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

### 1.3.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor shall provide, furnish, operate and maintain facilities for his operations and living facilities for his workers in an area approved by the Contracting Officer.

### 1.3.4 SPECIAL REQUIREMENTS

The Contractor shall be responsible for coordinating with the Host Government use of any existing roads as haul routes. Construction and routing of new haul roads, and/or upgrading of existing roads for the Contractor's use, is the sole responsibility of the Contractor. It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his mobilization camp and haul routes.

### 1.4 NOT USED

### 1.5 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

### 1.6 NOT USED

### 1.7 DUST CONTROL



The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

#### 1.8 NOT USED

#### 1.9 NOT USED

#### 1.10 NOT USED

### 1.11 CONNECTIONS TO EXISTING UTILITIES

#### 1.11.1 General

Any outage of any utility service shall be requested in writing at least fifteen (15) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost, due to the Contractors failure to properly schedule an outage, shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

##### 1.11.1.1 NOT USED

##### 1.11.1.2 NOT USED

#### 1.11.2 Existing Underground Utilities

The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

##### 1.11.2.1 Use of Underground Utility Detecting Device

Prior to any excavation, a metal and/or cable detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of one-half (1/2) meter on each side of the location.

##### 1.11.2.2 Hand Excavation

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

#### 1.11.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

#### 1.12 WATER (CONTRACTOR PROVIDED)

The Contractor shall provide and maintain water at his own expense for his use for construction and domestic consumption, and shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

#### 1.13 NOT USED

#### 1.14 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service is not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

#### 1.15 NOT USED

#### 1.16 USE OF EXPLOSIVES

The Contractor shall make necessary arrangements as may be required by applicable codes, rules, regulations and laws and shall be responsible for compliance therewith for all phases of blasting operations. The Contractor shall record the use of all explosives used during blasting.

##### 1.16.1 Handling, Storage, and Use of Explosives

The handling, storage, and use of explosives shall be governed by the applicable provisions of the following: the "BLASTING" section of the Corps of Engineers Manuals EM 385-1-1, entitled Safety and Health Requirements Manual, a copy of which may be obtained from the Contracting Officer's Representative at the jobsite, and Technical Section 02201 entitled BLASTING. The Contractor shall also use the IMAS and AMAS standard for handling, storage, and use of explosives.

##### 1.16.2 Blasting Permits

The Government assumes no liability for changes that may be imposed by the Afghanistan Government.

#### 1.17 NOT USED

## 1.18 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on holidays, he shall submit an application to the Contracting Officer. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and health Requirements Manual".

## 1.19 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than fifteen (15) calendar days after receipt of Notice to Proceed, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

## 1.20 Through 1.27 NOT USED

## 1.28 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1, will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer's Representative at the jobsite or from the USACE Qalaa House Compound in Kabul, Afghanistan.

### 1.28.1 Accident Prevention Program

Within fifteen (15) days after receipt of Notice to Proceed, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer or his authorized representative. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following:

TAC Form 61 "Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention Plans will be reviewed for

timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

#### 1.28.2 NOT USED

#### 1.28.3 NOT USED

### 1.29 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

#### 1.30 Through 1.41 NOT USED

### 1.42 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

#### 1.42.1 General

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining weather time evaluations. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract period, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

#### UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January – 9  
February – 9  
March – 14  
April – 18  
May – 15  
June – 3  
July – 5  
August – 3  
September – 3  
October – 4

November – 5  
December – 7

#### 1.42.2 Time Extensions

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's work day and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

#### 1.43 Through 1.52 NOT USED

#### 1.53 IDENTIFICATION OF EMPLOYEE'S PERSONNEL AND VEHICULAR ACCESS TO THE PROJECT SITES

The Police Security maintains the ultimate authority for establishing, monitoring, and enforcing security requirements for the Police Security Offices. All contractor, subcontractor, or vendor personnel and vehicles at any tier working at any location on the site are subject to a thorough search upon entering, departing, or at any time deemed necessary by the Police Security Personnel. The Contractor shall be responsible for compliance with all the Police security requirements.

The Government reserves the right to deny access or to require the contractor to remove any personnel or equipment deemed to be a threat to the security of the Police Security Office. The Contractor shall work through the Contracting Officer to ensure that the Police Security Regulations are followed.

##### 1.53.1 Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

##### 1.53.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a good

state of repair, shall be insured, and shall be registered in accordance with Afghan Law.

#### 1.53.3 Security Plan

The Contractor shall submit to the Contracting Officer, within fifteen (15) calendar days after Notice to Proceed, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of unissued passes, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

#### 1.54 NOT USED

#### 1.55 NOT USED

#### 1.56 ON-SITE PHOTOGRAPHY PROHIBITION

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

#### 1.57 PUBLIC RELEASE OF INFORMATION

##### 1.57.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

##### 1.57.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

#### 1.58 Through 1.65 NOT USED

#### 1.66 ATTACHMENTS

TAC FORM 61 – Accident Prevention Program Hazard Analysis

-- End of Section --

## SPECIAL REQUIREMENTS

### A. INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACTS

a. This contract is an indefinite-delivery, indefinite-quantity (IDIQ) contract. All work shall be performed through issuance of task orders. The contractor shall perform no work under this contract unless the Government has issued a written task order signed by the Contracting Officer. The contractor shall complete all work described in the Performance Work Statement for each task order within the performance period of each task order. A USACE Contracting Officer assigned to the Afghanistan Engineer District is the only person authorized to issue task orders against this contract. All task orders will be in writing. The Contracting Officer may issue task orders by hard copy, by facsimile copy or by electronic copy (pdf).

b. Each task order will be issued on a firm-fixed-price basis using the unit costs negotiated in the basic contract (Pricing Schedule, Section B); the quantities will be negotiated with each task order. The Government will provide a Performance Work Statement for each task order, the contractor shall furnish a detailed proposal to the Government based upon the Performance Work Statement; and Government and the Contractor shall negotiate the price for the task order and the Contracting office will issue the task order.

c. The AED intends to award one contract. The total estimated price (contract capacity) will not exceed \$15,000,000 for the contract. The guaranteed minimum amounts will be based on a total estimated price for the contract of \$15,000,000 over the three year period, or \$100,000.00 for the Base and \$25,000.00 for each Option Period. However; the contract will not be limited in capacity by these amounts.

d. Depending upon funds availability, funds obligations, the workload for each contract period, and other considerations at the discretion of the AED, the total contract performance period could be less than three (3) calendar years. The total period of contract performance, to include the base contract period and any/all option periods, shall not exceed three (3) calendar years or the total estimated contract price, whichever comes first.

### B. REQUIRED INSURANCE

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the insurance required by the General Provisions of this contract entitled Workmen's Compensation Insurance (Defense Base Act), and Workmen's Compensation and War Hazard Insurance Overseas. A blanket waiver of the provision of the Defense Base Act is in effect for all employees of contractors and subcontractors working on Department of the Army contracts who are neither residents nor citizens of the United States, nor who were hired in the United States, at the following locations only:

- (1) Bahrain
- (2) Egypt
- (3) Kuwait
- (4) Morocco
- (5) Oman
- (6) Saudi Arabia
- (7) Sudan

- (8) Botswana
- (9) Qatar

The waiver does not apply to any employees who are

- (1) Hired in the United States by any contractor or subcontractor;
- (2) Residents of the United States; or
- (3) Citizens of the United States.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

#### C. CONFLICTS

Any conflicts detected in any of the information furnished, shall be brought to the attention of the AED Project Manager for resolution before proceeding with the work.

#### D. USE/RELEASE OF INFORMATION

The information developed, gathered, assembled and reproduced by the contractor, subcontractors or their associates in fulfillment of the contract requirements as defined or related to the Scope of work will become the complete property of the government and will, therefore, not be used by the contractor for any other purpose at any time without the written consent of the Contracting Officer.

#### E. OTHER WORK

The Contractor shall fully cooperate with other Contractors, Utility companies, and Government employees engaged in other work on and/or adjacent to the work to be performed under this contract. The Contractor shall coordinate the work herein and the use of haul roads, aggregate sources, and utilities that become a joint responsibility. Any damage resulting from the use of facilities of other Contractors shall immediately be repaired to the satisfaction of, or as directed by the Contracting Officer.

#### F. CONTRACTOR LIAISON WITH HOST GOVERNMENT

All communication by the Contractor will all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

#### G. DUTIES, TAXES, AND LICENSE FEES

a. All materials, equipment and supplies that are for use and/or incorporation into the project are exempt from taxes, duties, and license fees under the terms of the Agreement between the Government of the United States and the Host Government. The Contractor warrants his price for this contract is exclusive of any such charges.

b. If after the date of this contract and except for the provisions of paragraph "c.", below, the Contractor is required by the Host Government to pay any such taxes, duties, or license fees (paid directly to the Host Country), on materials, equipment, and supplies for use and/or incorporation into this project, he shall notify the Contracting Officer in writing. Upon satisfactory proof of the payment of such duties,



taxes, or license fees, the Contractor will be reimbursed for the amount of payment therefore.

c. Contractor-owned or controlled material, equipment, and supplies sold or disposed of by the Contractor may be subject to the imposition of local duties and within the Host country taxes. No reimbursement will be made under this clause for such transactions.

d. The Contractor shall maintain an inventory control and accounting system adequate to reflect the usage and disposition of all contractor-owned property which has entered the country duty-free under this contract.

#### H. SAFEGUARDING OF INFORMATION

The personnel employed on this contract may, in the performance of their assigned duties, have access to data and information pertaining to location of goods, supplies, parts, equipment, vehicles, and explosives. Knowledge of this nature is considered restricted security information. This information shall be protected and shall be furnished or used on an official "need to know" basis only. Safeguarding of information is required of dependents and guests of employees, who may, in any manner, obtain knowledge of the Host Government military capacity. Taking of photographs of any airport, military installation, or military facility is prohibited.

#### I. PARTNERING

To execute this contract to the mutual benefit and satisfaction of the Government, the contractor, subcontractors, and the customer, the Government proposes to form a partnering relationship with the contractor. Partnering is defined in US Army Corps of Engineer Pamphlet Number 4, entitled PARTNERING IWR Pamphlet-91-ADR-P-4. Copies are available, upon request, from the Contracting Officer. This partnering relationship will highlight the strengths of the Parties involved in a bilateral commitment to produce a quality project that is done right the first time, the right way, for the right reasons, within budget, and completed on schedule to the customer's satisfaction. Partnering is voluntary. So, the government agrees that the contractor's participation is voluntary. If the contractor volunteers, the parties agree that all costs associated with effectuating this partnership shall be shared equally by the Government and the contractor. The contractor agrees that all costs incurred by the contractor establishing this partnership will not increase the contract price.

#### J. CONTRACTOR'S AIRCRAFT OPERATION

The United States Government does not guarantee the Contractor the right to operate aircraft in and out of AED's AOR. If the Contractor desires to operate aircraft in-country, in association with work under this contract, he will be responsible to obtain, interpret, and comply with all regulations, procedures, and laws of the specific country in AED's AOR, including all permits, operations and aircraft entrance requirements from the appropriate Government officials.

#### K. CONTRACTOR'S RADIO COMMUNICATION FACILITY

The United States Government does not guarantee the Contractor the right to operate a radio communication facility in AED's AOR. If the Contractor desires to establish a radio communication system, he will be responsible for obtaining all permits, licenses, and frequencies from the Host Government of the specific country in AED's AOR.

#### L. PAYMENTS TO THE CONTRACTOR

All payments made by the Government to the contractor for work performed under this contract will be made in U. S. Dollars. The invoices will be processed through specific USACE Overseas Resident

Offices and payment will be made by the specific Payment Office on each individual task order. Payment can be made electronically or by check.

### **Additional Clauses:**

**AI Other Changes in Contract Performance.** It is recognized by the parties entering into this contract that performance of the contemplated project will take place in Afghanistan. Afghanistan has been designated by the President of the United States as an area in which Armed Forces of the United States are and have been engaged in combat. As such, circumstances may cause the contemplated project to be effected during said performance. Examples of such circumstances include but are not limited to: Outbreak of hostilities in or near the project site; changes in contemplated project site (ownership of the project); U.S. Government and Afghanistan Government policy changes; site access denials; and other unforeseeable changes in the conditions of the project site that prevent the completion of the project as originally contemplated. Such circumstances may require the contract to be terminated, relocated, redesigned, etc, or a combination of factors. The aforementioned possibly remedy to unforeseen circumstances is meant to be illustrative and not all inclusive. In the event the Contractor is UNABLE to perform the project on the site set forth and described in the contract for any of the circumstances set forth above, the Contractor shall be entitled to an equitable adjustment to the effected terms and conditions of the contract.

**AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07):** All contractors (“contractors” herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
- 3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
- 6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

**AI 25.2 Fitness for Duty and Limits on Medical/ Dental care in Afghanistan (5 Nov 07).** The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ( $< 1$  year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ( $< 1$  year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable

treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

**Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.**

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

**AI 25.4 Quarterly Contractor Census Reporting (12 Nov 07).** The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to [JCCI.J2J5J7@pco-iraq.net](mailto:JCCI.J2J5J7@pco-iraq.net) for Iraq and to [BGRMPARC-A@swa.army.mil](mailto:BGRMPARC-A@swa.army.mil) for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;
- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
- (4) The company names and contact information of its subcontractors at all tiers; and
- (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.

(End)

**AI 25.3 Compliance with Laws and Regulations (5 Nov 07).** The Contractor shall comply with, and shall ensure that its personnel and its subcontractors and subcontractor personnel at all tiers obey all existing and future U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENCOM, Multi-National Force and Multi-National Corps fragmentary orders, instructions and directives.

Contractor employees performing in the USCENCOM Area of Operations are under the jurisdiction of the Uniform Code of Military Justice (UCMJ). Under the UCMJ, U.S. commanders may discipline contractor

employees for criminal offenses. Contractors shall advise the Contracting Officer if they suspect an employee has committed an offense. Contractors shall not permit an employee suspected of a serious offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

## **AI 25.1 ARMED PERSONNEL – INCIDENT REPORTS**

a. General Information DFARS 225.7402-4 requires the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States, in solicitations and contracts when contract performance requires that contractor personnel be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States in (1) contingency operations; (2) humanitarian or peacekeeping operations; or (3) other military operations or exercises designated by the combatant commander.

b. Government Support DFARS 252.225-7040 and DOD Instruction 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces requires the contracting officer to address, among other items, Government support and security in the “terms of the contract.” The Statement of Work (SOW) may be used to address these requirements. The SOW’s language should be tailored to meet the needs of the specific acquisition. The requiring activity is responsible to coordinate requests for life support with FOB commanders (w/command and control of the Mayor’s Cell) to determine if the requested support is available. Examples of Life Support that may be required/authorized include, but are not limited to: (1) deployment in-processing centers; (2) training; (3) transportation to operation area; (4) transportation within operation area; (5) physical security; (6) force protection; (7) organizational clothing and individual protective equipment; (8) emergency medical care; (9) Dining facilities; (10) billeting; (11) postal service; (12) phone service; (13) emergency notification of next of kin; (14) laundry; (15) religious services; and (16) fuel. The Contracting Officer will issue contractor personnel a Letter of Authorization (LOA) which is required in order to process through the deployment processing center. See paragraph 6.2.7.4.2 of DOD-I 3020.41 for information on preparing the LOA.

c. Weapons and Weapons Firing Contractor personnel may be authorized to carry weapons in accordance DFARS 252.225-7040(j) and DOD Instruction 3020.41 paragraphs 6.3.4 and 6.3.5. Deputy Commander USCENTCOM is the approval authority for all security service and personal protection arming requests in Iraq and Afghanistan. Authority to approve or deny requests has been delegated to the MNF-I Commander for Iraq and in Afghanistan to the Commanding General, Combined Joint Task Force – 82, (effective 16 July, 2007) with authority to re-delegate to the flag officer level.

d. Armed Personnel – Incident Reports: All Contractors in the Afghanistan theater of operations shall comply with and shall ensure that their personnel supporting Coalition forces are familiar with and comply with all applicable orders, directives, and instructions issued by the International Security Assistance Force (ISAF) Commander or relating to force protection and safety.

Contractors shall provide an initial report of all weapons firing incidents to the National Operations Center (NOC) as soon as practical based upon the situation and shall submit a written report to a NOC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the NOC within 96 hours. Reports shall be submitted to the NOC, Operations Section (or as otherwise directed).

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the NOC.

**AI 52.6 Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan**

**General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (6) DODI 3020.41, *Contractor Personnel Authorized to Accompany the US Armed Forces*;
- (7) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (8) CPA Order #17, *Registration Requirements for Private Security Companies*, dated 27 Jun 04;
- (9) US CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

b. **Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

- (1) The specific location where the PSC will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The required weapon types; and
- (5) The reason current security/police forces are inadequate.
- c. **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):
  - (1) Documentation that each employee who will be armed under the contract received the following training—
    - (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
    - (B) Law of Armed Conflict (LOAC);
    - (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
    - (D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
  - (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
  - (3) One (1) copy of a business license from the Iraqi Ministry of Trade;
  - (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry

of Interior;

□ (5) A communications plan that, at a minimum, sets forth the following:

□ (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

□ (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

□ (C) How the contractor will coordinate transportation with appropriate military authorities.

□ (6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

□ (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;

□ (B) Verify with MNC-I Provost Marshal that no employee has been barred by any commander within Iraq; and

□ (C) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

□ d. **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

□ (1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein)

□ governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

□ (2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

□ (3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

□ e. **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

□ (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

□ (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

□ (3) US government Ball ammunition is the standard approved ammunition.

□ f. **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

□ (1) Possess only those U.S. Government-approved weapons and ammunition for which they

are qualified under the training requirements of section (c);

- ▯ (2) Carry weapons only when on duty or at a specific post;
- ▯ (3) Not conceal any weapons, unless specifically authorized;
- ▯ (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
- ▯ (5) Not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

g. ***Weapons/Equipment Restrictions and Responsibilities.*** Unless otherwise provided, the

▯ U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

▯ h. ***Rules for the Use of Force (RUF).*** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- ▯ (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- ▯ (2) Failing to cooperate with Coalition and Host Nation forces;
- ▯ (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- ▯ (4) Failing to use a graduated force approach;
- ▯ (5) Failing to treat the local civilians with humanity or respect; and
- ▯ (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

i. ***Retention and Review of Records.*** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

j. ***Contractor Vehicles.*** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.

k. ***Quarterly Reporting.*** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:



- (1) The total number of armed civilians and contractors; The names
- (2) and contact information of its subcontractors at all tiers; and A
- (3) general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT). Reference DoD Class Deviation 2007-O0004 dated March 19, 2007, and DoD Instruction 3020.41. Prior to deployment, the Contractor shall enter appropriate information regarding employees deployed or already assigned to designated operational areas, or upon becoming an employee, for all Contractor personnel that are authorized to accompany US Forces deployed outside the U.S. Contractor must provide this information, to include deployment and departure data, via the SPOT system by registering at <http://www.defenselink.mil/bta/products/spot.html>. An Army Knowledge Online (AKO) email and password are required for access. Entry of data into the SPOT system must occur immediately after contract award.

Should the Contractor be unable to obtain the required AKO clearance (such as a local host nation owned/operated firm), the Contractor shall provide the information below in writing to the Contracting Officer within 10 calendar days of the date of award of any contract, task order, or purchase order valued at over \$25,000.

- (1) Contract / Task Order / Purchase Order Number (as applicable)
- (2) Date of Award
- (3) Award Amount
- (4) Contractor Name
- (5) Contractor Province
- (6) Number of Host Nation (HN) Employees – Unarmed
- (7) Number of US Employees – Unarmed
- (8) Number of Third country Nationals (TCN) Employees – Unarmed
- (9) Total Number of Unarmed Employees (HN, US, and TCN)
- (10) Number of Host Nation (HN) Employees – Armed
- (11) Number of US Employees – Armed
- (12) Number of Third country Nationals (TCN) Employees – Armed
- (13) Total Number of Armed Employees (HN, US, and TCN)
- (14) Total Number of both Unarmed and Army Employees (HN, US, and TCN)

**CLASS DEVIATION 2007-O0010, IMPLEMENTATION OF THE SYNCHRONIZED PREDEPLOYMENT AND OPERATIONAL TRACKER (SPOT) TO ACCOUNT FOR CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY.**

(i) “Performance in the United States Central Command Area of Responsibility (USCENTCOM AOR)” means performance of a service or construction, as required by the contract. For supply contracts, production of the supplies or associated overhead functions are not covered, but services associated with the acquisition of the supplies are covered (e.g., installation or maintenance).

(ii) If a contract requires performance in the USCENTCOM AOR, but some personnel performing the contract are authorized to accompany the U.S. Armed Forces, and other personnel performing the contract are not authorized to accompany the U.S. Armed Forces, include in the solicitation and contract both the clause at DFARS 252.225-7040 and the clause provided by Class Deviation 2007-O0010. Paragraph (b)(1) of each clause limits the applicability of the clause to the appropriate personnel. There are differences between the two clauses, primarily in Government support to contractor personnel (e.g., security protection and limited medical treatment) and potential applicability of the Uniform Code of Military Justice to contractor employees that are authorized to accompany the U.S. Armed Forces.

(iii) The requirements of paragraph (g) of the clause in Class Deviation 2007-O0010 are not applicable to subcontracts for which the period of performance of the subcontract is less than 30 days.

(iv) In exceptional circumstances, the head of the agency may authorize deviations from the requirements of Class Deviation 2007-O0010, in accordance with FAR Subpart 1.4 and DFARS Subpart 201.4.

(v) Registration in SPOT.

(A) Register for a SPOT account at <https://spot.altess.army.mil>.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(vi) Access to SPOT. Upon approval, all users will access SPOT at <https://spot.altess.army.mil>.

(vii) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at (717) 506-1368 or [spot@technisource.com](mailto:spot@technisource.com).

(End clause)

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984

52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 day of expiration.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
  - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
  - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
  - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
  - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.
- (End of clause)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US Army Corps of Engineers, House 1, Street 1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan.**
  - (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (End of provision)

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

- (a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to



continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense FAR supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) This clause applies only if the Contractor is not a domestic concern.

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principal place of business in the United States.

(c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

(i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;

- (ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;
  - (iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and
  - (iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.
  - (d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.
- (End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
  - (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
    - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
    - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
    - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
    - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
  - (c) The requirements of this clause do not apply to any subcontractor that is--
    - (1) A foreign government;
    - (2) A representative of a foreign government; or
    - (3) A foreign corporation wholly owned by a foreign government.
  - (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Combined Security Transition Command, Afghanistan (CSTC-A) Camp Eggers, Kabul, Afghanistan.
- (End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

- (a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

“Reference the exchange of diplomatic notes between the USA and Afghanistan dated September 26, 2002, December 12, 2002 and May 28, 2003; and/or successor notes or agreements as applicable.”

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

#### ADDITIONAL CLAUSES

#### **DFAR 252.225.7040 and DoD Class Deviations 2007-O0004. Insert the following in Section 00700 to implement SPOT.**

DFAR 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

(a) *Definitions.* As used in this clause—

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Other military operations” means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection,

security, health, safety, or relations and interaction with local nationals.

(e) *Pre-deployment requirements.* (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data list.*

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

**DOD CLASS DEVIATION 2007-00004**

**CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED  
FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)( DEVIATION  
2007-00004)**

(g) *Personnel data.*

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall **enter before deployment, or if already in the designated operational area, enter upon becoming an employee under the contract**, and maintain **current data, including departure data**, for all Contractor personnel that **are authorized to accompany U.S. Armed Forces deployed outside the United States** as specified in paragraph (b)(1) of this clause. The automated **web-based** system to use for this effort is the **Synchronized Predeployment and Operational Tracker (SPOT) (For information on how to register and enter data into this system, go to <http://www.dod.mil/bta/products/spot.html>)**.

(2) The Contractor shall ensure that all employees **in the database** have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. **The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.**

(end clause)



## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

### ADDITIONAL CLAUSES

#### **AI 26.6 Projected Afghan and Third Country National (TCN) Employment (5 Nov 07)**

Projected Afghan Employment

Collecting & Reporting Employment Statistics

The purpose of this clause is to collect data on the projected number of Afghans employed for the term of the contract. Offerors are required to identify in the space provided below the total projected number of that will be directly employed in the performance of this contract.

Employment is the total number of Afghan persons expected to be on the payroll (contractors, subcontractors, sub-subcontractors) employed full or part time who received pay for any part of the term of the contract. Temporary and intermittent employees are included, as are any workers who are on paid sick leave, on paid holiday, R&R leave or who work during only part of the pay period.” Enter into spaces provided in item #1. Next enter in the spaces provided in item #2 what is the average number employed throughout the term of the contract. Item #3 An “Afghan-Based Company” is a company (including a subsidiary company) whose principal place of business is located within Afghanistan.

1. Total Afghan (Afghan Residents) Employed:

Afghan: Men \_\_\_\_\_

Afghan: Females \_\_\_\_\_

Total: \_\_\_\_\_

2. Average Afghans (Afghan Residents) Employed:

Afghan: Men \_\_\_\_\_

Afghan: Females \_\_\_\_\_

Total: \_\_\_\_\_

1. Is your company an “Afghan-Based” company? Yes \_\_\_\_ No \_\_\_\_\_. If no, what country is your company registered/incorporated: \_\_\_\_\_.

2. Afghan Company Certification. The offeror \_\_\_\_\_ is or \_\_\_\_\_ is not an Iraqi owned firm. If the firm is Afghan owned, the Ministry of Trade registration/license number is: \_\_\_\_\_.

(End)

## Section L - Instructions, Conditions and Notices to Bidders

SECTION L**SECTION L  
SERVICES  
BEST VALUE****PROPOSAL PREPARATION****INQUIRIES**

Perspective offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted):

All questions will be submitted in writing by letter or e-mail to:

U.S. Army Corps of Engineers (USACE)  
Afghanistan Engineer District (AED)  
Qalaa House, Attention: John A. Cominotto  
Kabul, Afghanistan

E-MAIL ADDRESS: [john.a.cominotto2@usace.army.mil](mailto:john.a.cominotto2@usace.army.mil)

Please include the solicitation number, and project title with your questions. Written inquiries must be received by this office not later than 4 calendar days prior to the date set for receipt of offers.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation.

As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out as to the number of offerors or the results of the competition until all awards are made.

**DIRECTIONS FOR SUBMITTING PROPOSALS**

Offers must be in sealed envelopes/packages, marked and addressed as follows:

**MARK PACKAGES:**

Solicitation No: W917PM-08-R-0113  
Offer Closing Date: 1 November 2008  
Offer Closing Time: 5 p.m.  
(LOCAL KABUL TIME)

**ADDRESS PACKAGES TO:**

U.S. Army Corps of Engineers (USACE)  
Afghanistan Engineer District (AED)  
Qalaa House, Attention: John A. Cominotto  
Kabul, Afghanistan

Special Instruction Pertaining to Hand Carried Offers: Hand-carried offers must be delivered to the USACE AED offices, Qalaa House, Kabul, Afghanistan. Offers who desire to hand-deliver their offers notify the Contract Specialist **in advance** in order to be met at the entrance gate to Qalaa House Compound.

**PREPROPOSAL CONFERENCE / SITE VISIT**

The Preproposal Conference shall be held 10 a.m. 2 October 2008 at USACE Qalaa House Compound Kabul, Afghanistan. Please contact Project Manager Matthew S. Noon Tel. # 540-722-1214 Cell # 079-819-7469 e-mail address [matthew.s.noon@usace.army.mil](mailto:matthew.s.noon@usace.army.mil) for the preproposal conference by no later than 5 p.m. 1 October 2008, if you want to attend. There will be no site visits.

**IMPORTANT NOTES.** (1) Remarks and explanations addressed during the conference shall not qualify or alter the terms and conditions of the solicitation. (2) The terms and conditions of the solicitation remain unchanged unless the solicitation is formally amended in writing.

#### **4. TELEGRAPHIC OFFERS -- TELEGRAPHIC OFFERS ARE NOT ACCEPTABLE.**

However, offers may be withdrawn by written or telegraphic notice. Any telegram to withdraw an offer sent to this office must be received in the office designated in the Request for Proposal (RFP) for receipt of offers not later than the exact date and time set for receipt of proposals. A telegraphic withdrawal of an offer received in such office by telephone from the receiving telegraph office not later than the exact date and time set for receipt of proposals shall be considered. However, the telephone message shall be confirmed by the telegraph company by sending a copy of the written telegram that formed the basis for the telephone call. The written telegram shall be sealed in an envelope by a proper official and sent to the office designated in the RFP for receipt of offers. The official shall write on the envelope (1) the date and time of receipt and by whom, and (2) the number of the RFP, and shall sign the envelope. The offeror is responsible to inform the telegraph company of these requirements. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

#### **5. FACSIMILE OFFERS**

Facsimile offers, modifications thereto, or cancellations of offers will not be accepted.

#### **6. PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS**

##### **a. REQUIREMENT FOR SEPARATE PRICE AND TECHNICAL PROPOSALS.**

(1) Each Offeror must submit both a Price Proposal and a Technical Proposal. The Price Proposal and the Technical Proposal must be submitted as separate volumes. Ensure that the outside of each separate volume is clearly marked to indicate its contents; and the identity of the offeror. Additionally, clearly identify the "original" cost/price proposal and the "original" technical proposal on the outside cover.

(2) Both the Price Proposal and the Technical Proposal must be received by the closing date and time set for receipt of proposals.

(3) No dollar amounts from the Price Proposal are to be included in the Technical Proposal.

(4) All information intended to be evaluated as part of the Technical Proposal must be submitted as part of the Technical Proposal. Do not cross-reference similar material in the Price Proposal, or vice versa. Also, do not include links to websites in lieu of incorporating information into your proposal.

(5) Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal. Should the offer include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined "unacceptable" and thus ineligible for award. Should the offeror have any questions related to specific terms and conditions, these should be resolved prior to submission of the offer. The Offeror must clearly describe in the Proposal Cover Sheet submitted with the Price Proposal any exceptions to the contractual and/or technical terms and conditions of the solicitation contained in the Offer.

b. **DISCUSSIONS.** The Government **does not** intend to enter into discussions with offerors prior to determining those contractors within the competitive range, in accordance with FAR 52.215-1, Instructions to Offerors—Competitive Acquisitions, Alternate I.

c. **COST OR PRICING DATA.** Offerors are not required to submit Cost or Pricing Data with their offers.

d. GENERAL INSTRUCTIONS.

(1) Submit only the hard-copy paper documents and the electronic files specifically authorized and/or required elsewhere in this section. Do not submit excess information, to include audio-visual materials, electronic media, etc.

(2) Use only 8 ½ by 11 inch paper for hard copy submissions, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Do not use fold-outs (e.g., 11" x 14" or 11" x 17" sheets) unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 10, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers.

(3) The preferred method for assembling your proposals is to use three-ring binders; however, the use of pressboard or other report covers with compression or other type fasteners is acceptable. Do not use spring clamps or exceed the recommended capacity of the fastener or binder. Do not use plastic multi-hole/spiral binding systems, heat binding systems, or other systems which do not facilitate the ready insertion of additional pages.

(4) "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can be provided to the Government as part of the Offeror's technical proposal. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must be clearly marked in accordance with the instructions at FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data".

(5) In the case of an Offeror that is part of a large, multi-segmented business concern, provide information directly pertaining to the specific segment of the business concern (i.e., the division, group, unit, etc.) that will perform work under the prospective contract.

(6) For submissions with page limitations, the pages will be counted as follows: One side of the paper is one page; information on both the back and front of one sheet of paper will be counted as two pages. Where authorized, fold-out pages (11" x 14" or 11" x 17") will count as one page. Pages furnished for organizational purposes only, such as a "Table of Contents" or divider tabs, are not included in the page limitation.

e. SPECIFIC INSTRUCTIONS FOR THE PRICE PROPOSAL

(1) Number of Sets of the Price Proposal. Submit the ORIGINAL and ONE additional hard copy set of the Price Proposal.

(2) Size Restrictions and Page Limits. Use only 8 ½" x 11" pages. There are no page limits set for the price proposal. However, limit your response to information required by this solicitation. Excess information will not be considered in the Government's evaluation.

(3) Format and Contents of the Price Proposal and List of Tabs. The Price Proposal shall be appropriately labeled as such and shall be organized as indicated in the following chart. Note: If the Offeror is not required to submit any information under a listed Tab in accordance with the instructions below, that tab can be omitted. However, do not renumber the subsequent tabs.

<b>TAB</b>	<b>CONTENTS OF THE PRICE PROPOSAL</b>
<b>#1</b>	The Proposal Cover Sheet
<b>#2</b>	The SF33 and Acknowledgement of Amendments
<b>#3</b>	Section B, Pricing Schedule



<b>#4</b>	Representations, Certifications, and Other Statements of Offerors
<b>#5</b>	JV Agreement, if applicable.

(4) Detailed Submission Instructions for the Price Proposal

**TAB 1:** The proposal cover sheet is required by FAR 52.215-1(2) (c) (i)-(v) and must be submitted by all offerors. This provision, titled "Instructions to Offerors—Competitive Acquisition," and the format for the proposal cover sheet are furnished elsewhere in this section.

**TAB 2:** The SF 33, Solicitation, Offer, and Award is to be completed by all Offerors and duly executed with an original signature by an official authorized to bind the company in accordance with FAR 4.102.

Any and all amendments must be acknowledged by all Offerors in accordance with the instructions on the Standard Form 30, Amendment of Solicitation.

**TAB 3:** Section B, Pricing Schedule is to be completed in its entirety by all Offerors. See Section B with attached notes, for further instructions.

**TAB 4:** All Offerors must have electronically completed the annual representations and certifications on the "Online Representations and Certifications Application" (ORCA) website or respond with the completed representations / certifications found in the solicitation.. The offerors are responsible for ensuring that these on-line Representations and Certifications are updated as necessary to reflect changes, but at least annually to ensure that they are kept current, accurate and complete. Additionally, the offeror must also complete and return the "Representations, Certifications, and Other Statements of Offerors" included in the solicitation. If the offeror is a Joint Venture, all participants must separately complete both the ORCA Representations and Certifications.

**TAB 5:** If the Offeror is a Joint Venture (JV), include a copy of the JV Agreement. If a JV Agreement has not yet been finalized/approved, indicate its status. JV Agreements must clearly indicate the percentages of the JV participants, in particular the percent of the controlling party, and a clear delineation of responsibilities and authorities between the JV parties.

**f. SPECIFIC INSTRUCTIONS FOR THE TECHNICAL PROPOSAL**

(1) Number of Sets of the Technical Proposal. Submit the ORIGINAL and 3 additional sets of the written Technical Proposal, with each set separately packaged.

(2) Format and Contents of the Technical Proposal and List of Tabs. The original and all copies of the technical proposal will be appropriately labeled as such. Each set shall be organized using the tabs specified in the following chart. Note: The main tabs directly correlate to the evaluation factors identified in Section M.

<b>TAB</b>	<b>CONTENTS OF THE TECHNICAL PROPOSAL</b>
Factor #1	EXPERIENCE
Factor #2	PROJECT MANAGEMENT PLAN
Factor #3	PERSONNEL & EQUIPMENT RESOURCES

Factor #4	PAST PERFORMANCE
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(3) Page Limitations. See paragraphs 6.d.(2) and 6.d.(6) above for format and page count instructions. The following page limitations are established for each factor described above:

- Factor #1, Experience – Limited to 1 Experience Form per project. Maximum 10 projects.
- Factor #2, Project Management Plan – Limited to 6 pages total, not including organizational charts
- Factor #3, Personnel & Equipment Resources – Limited to 1 page for each resume provided.
- Factor #4, Past Performance – No page limitation

Tables of content, proposal cover letters, and tabs between proposal information do not count toward any page limitations in the proposal.

(4) Detailed Submission Requirements for the Technical Proposal. The following is a detailed description of the information to be submitted under each TAB.

(i) **TAB 1: FACTOR 1, EXPERIENCE:** Demonstrate the experience of the offeror and/or team, including sub-contractors, on projects same/similar to that described in the solicitation. The projects submitted must have been performed by the offeror and/or same team member(s) who will be providing similar services under the prospective contract.

The Contractor shall complete a minimum of five (5), but no more than ten (10), "Experience Information" forms, attached at the end of this section, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All projects submitted must have been underway or completed with the last 3 years. At least two (2) of the projects provided must be valued at over \$1,000,000.00.

The projects submitted should demonstrate that the offeror and/or the team have performed a same/similar type of service at multiple sites simultaneously.

(ii) **TAB 2: FACTOR 2, PROJECT MANAGEMENT PLAN:** Provide a narrative that addresses the offeror's project management plan. The plan must address the following elements, as a minimum:

- ◆ Procedures used to manage the clearance process. Include a discussion of management of concurrent work at multiple job sites.
- ◆ Quality control and safety management processes.
- ◆ Process to control cost and schedule growth.
- ◆ Interaction process with the Corps of Engineers and the roles that the team members will have in dealing with significant issues.
- ◆ Logistics Management - procedures for ordering and timely delivery of construction supplies. Include a plan to support concurrent construction at multiple sites.

Do NOT provide biographical information in this section.  
Limit Factor 3 to no more than ten pages.

The offeror shall include an organizational chart depicting lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

(iii) **TAB 3: FACTOR 3, PERSONNEL & EQUIPMENT RESOURCES PLAN:** Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in UXO/Demining on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror makes a commitment that,

barring unforeseen circumstances; they are the personnel who shall be assigned to the project. All key personnel shall have a minimum of **five** years of professional experience.

- UXO Operations Manager
- UXO Site Supervisor
- UXO Quality Control Manager
- UXO Safety Officer
- Level III EOD Specialist

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- Name and title
- Project assignment
- Name of firm with which associated
- Years experience with this firm and with other firms
- Education degree(s), year, specialization
- Active registration, year first registered
- Other experience and qualifications relevant to the proposed project
- Provide the proposed use of Afghan contractors and labor in numbers or percentages.

Provide equipment resources to be utilized for this project (i.e. offices, shops, warehouses, machinery, construction tools, vehicles, loaders, etc.) and other resources (i.e. cooperating companies supplying materials and/or services)

(iv) **TAB 4: FACTOR 4, PAST PERFORMANCE:** For the projects listed under Factor 1 – Experience, provide letters of recommendations, commendations and/or awards. The Contractor Performance Assessment Reporting System (to include ACASS, CCASS, and CPARS) will be utilized to validate past performance ratings on Department of Defense contracts and any other past performance information the Government deems necessary to evaluate a contractor's past performance. Firms without a history of past performance will be given a neutral rating.

The Government may contact references provided as part of Factor 1 – Experience for information regarding the offeror's past performance on the project and for the purposes of assessing and verifying the scope of the work performed. Offerors should provide accurate, current, and complete contact information for references provided in the project descriptions.

## 7. Proposal Cover Sheet

**PROPOSAL COVER SHEET**

1. Solicitation Number:
2. The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available):
3. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item. Statement to include any exceptions in technical or cost/price proposal or exceptions inherent in Offeror's standard terms and conditions.
4. Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation:
5. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

**8. SOURCE SELECTION USING THE BEST VALUE PROCESS.** The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation. See Section M.

**EXPERIENCE INFORMATION**

(To be completed by Contractor)

<b>1. Contractor:</b> <b>Name:</b>  <b>Address:</b>	<b>2. Contract /Task Order(TO) /Purchase Order (PO) Number:</b>
	<b>3. Contract/TO/PO Dollar Value:</b>
	<b>4. Contract/TO /PO Status:</b> <input type="checkbox"/> Active <input type="checkbox"/> Complete <b>Completion Date (w/ extensions):</b>
<b>5. Project Title:</b>  <b>Location:</b>	
<b>6. Project Description:</b>	
<b>7. Project Owner or Project Manager for the Client – provide:</b> <b>Name:</b>  <b>Address:</b>  <b>Telephone Number and E-mail:</b>	

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.207-1	Notice Of Standard Competition	MAY 2006
52.207-2	Notice Of Streamlined Competition	MAY 2006
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Priced contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US Army Corps of Engineers, House 1, Street 1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of provision)

## Section M - Evaluation Factors for Award

SECTION M

**SECTION M  
SERVICES  
BEST VALUE**

**PROPOSAL EVALUATION AND CONTRACT AWARD**

1. ELIGIBILITY FOR CONTRACT AWARD. In accordance with the FAR, no contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met. This includes the FAR requirement that no award shall be made unless the contracting officer makes an affirmative determination of responsibility. To be determined responsible, a prospective contractor must meet the general standards in FAR Part 9 and any special standards set forth in the solicitation.

2. SOURCE SELECTION USING THE BEST VALUE PROCESS. The Government will select the offer that represents the best value to the Government by using the trade-off process described in FAR Part 15. This process permits tradeoffs between cost/price and technical ("non-cost") factors and allows the Government to accept other than the lowest priced offer. The award decision will be based on a comparative assessment of proposals against all source selection criteria in the solicitation.

3. RELATIVE IMPORTANCE OF PRICE TO THE TECHNICAL EVALUATION FACTORS

All evaluation factors other than cost or price, when combined, are more important than price. The Government is concerned with striking the most advantageous balance between technical merit ("quality") and price to the Government (i.e., the price). The degree of importance of price could become greater depending upon the equality of the technical proposals. If competing technical proposals are determined to be essentially equal, price could become the controlling factor.

4. EVALUATION OF THE PRICE PROPOSALS

a. Price will be evaluated and considered but will not be scored or combined with other aspects of the proposal evaluation. The proposed prices will be analyzed for reasonableness. They may also be analyzed to determine whether they are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the Offeror's Technical Proposal. Additionally, all offers will be analyzed for unbalanced pricing.

b. The price will be used along with the technical evaluation to make selection for award. Since evaluation of the price proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, or incomplete price proposal information. The Government will evaluate the format and clarity of the price proposal.

c. Other Award Factors: The Contracting Officer shall consider several factors in the selection process which are important, but not quantified, such as:

(1) Agreement by the offeror to all general and special contract provisions and clauses.

(2) Determination of responsibility of the contractor by the Contracting Officer in accordance with the provisions of the Federal Acquisition Regulation, Part 9.1. In order to be determined responsible, a prospective contractor must:

(a) Have adequate financial resources to perform the contract or the ability to obtain them.

(b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all existing commercial and Governmental business commitments.;

(c) Have a satisfactory performance record.

(d) Have a satisfactory record of integrity and business ethics.

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.



(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. **EVALUATION OF THE TECHNICAL PROPOSAL.** The Technical Proposal will be evaluated based on the following evaluation criteria:

a. **FACTOR 1: EXPERIENCE:** The Government will evaluate the relevant work experience of the offeror and their proposed team, including subcontractors, on projects same/similar to that described in this solicitation. Of the projects submitted, at least two (2) must be valued at over \$1,000,000.00. Offerors with experience on same/similar relevant projects (type of services, similar dollar value, complexity, and applicable quality standards) will receive a higher rating than those with dissimilar or non-relevant projects.

b. **FACTOR 2, PROJECT MANAGEMENT PLAN:** Responses to this factor will be evaluated for:

The Government will evaluate and rate the Project Management Plan including the team structure and responsibilities of team members, the management approach for the clearance process, including effective coordination between UXO/Demining teams and security personnel; the quality control process; and the level of clearance proposed for sites. The Government will evaluate the offeror's plan to control quality throughout the investigation and removal phases of the project and the ability to minimize time growth due to changes, unforeseen circumstances and delays. Management of concurrent work on multiple job sites.

The Government will evaluate issue resolution processes; and the offeror's commitment to control cost growth by maintaining the project budget during investigation and removal, review of cost control systems and procedures, cost savings proposals, plans to minimize cost overruns and plan to maximize user requirements while minimizing or maintaining costs. The evaluators will rate the offeror's commitment to interact with the Corps of Engineers and the roles that the team members will have in dealing with site condition changes, resolving potential delays, attending progress meetings and facilitating contract completion and closeout.

In addition, the organizational chart will be evaluated for a clear depiction of the lines of authority and responsibility for all personnel/entities on the project, including subcontractors, from the lowest level to the corporate level. The organizational chart shall clearly indicate which entity has overall authority for the contract and identify by name and title the single Point of Contact to the Government for all project-related matters.

c. **FACTOR 3: PERSONNEL & EQUIPMENT RESOURCES:** Key personnel resumes will be evaluated to determine the depth and breadth of personnel experience on same/similar projects and as it relates to the responsibilities that person will have on this contract. All key personnel shall have a minimum of five (5) years of professional experience in their field. Contractor personnel shall also have in country or onsite trained manual de-miners, mine detection dogs and handlers, qualified medics, certified EOD personnel, and other ancillary support as required to complete the Task Orders in accordance with IMAS and AMAS standards. Contractors must have these resources in country to receive an acceptable rating.

Equipment Resources: The Government shall evaluate the adequacy of the offeror's equipment resources to determine successful project completion.

d. **FACTOR 4: PAST PERFORMANCE:** The Government will evaluate past performance information to assess the level of performance risk associated with the Offeror's likelihood of success in performing the requirements stated in the solicitation. The currency and relevance of the information (as determined by the Government), the source of the information, context of the data, and general trends in the contractor's performance may be considered. Information submitted by the Offeror pertaining to recent, relevant contracts will be evaluated as well as data obtained from other sources, including automated databases and questionnaires. References other than those identified by the Offeror may be contacted by the Government. The Government may take into consideration the offeror's performance of contracts with the agency; other Federal, State, and local government activities; and commercial concerns. The result will be a performance risk rating based on each Offeror's record of past performance.

For the purpose of the past performance evaluation, offerors shall be defined as business arrangements and relationships, such as Joint Venture participants, teaming partners, and major subcontractors. The past performance record of each firm in the business arrangement may be evaluated by the Government.

In the case of an Offeror without a record of recent, relevant past performance (and for which there is also no recent, relevant past performance information for its predecessor companies or key subcontractors), or for whom information on past performance is not available or cannot be verified, the Offeror will not be evaluated favorably or unfavorably on past performance. This does not preclude the Government from making award to a higher-priced Offeror with a favorable past performance record over a lower-priced Offeror with a neutral past performance rating.

6. RELATIVE WEIGHTING OF THE TECHNICAL EVALUATION FACTORS. All technical factors are listed in their order of importance.

7. GENERAL TECHNICAL CRITERIA

a. Material omission(s) may cause the technical proposal to be rejected as unacceptable.

b. Technical proposals which do not provide the specified information in the specified location in accordance with the submission instructions may be downgraded. The Government is under no obligation to search for information that is not in the specified location.

c. Proposals which are generic, vague, or lacking in detail may be downgraded. The offeror's failure to include information that the Government has indicated should be included may result in the proposal being downgraded and/or being found deficient if inadequate detail is provided.

d. The Government cannot make award based on a deficient offer. Therefore, a rating of "Unsatisfactory" under any subfactor will make the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.

**CLAUSES INCORPORATED BY FULL TEXT**

8. 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**CLAUSES INCORPORATED BY REFERENCE**

52.217-5

Evaluation Of Options

JUL 1990

QUALITY ASSURANCE SURVEILLANCE PLAN:

<b>Output</b>	<b>Performance Measure</b>	<b>Performance Standard</b>	<b>Reference in PWS</b>	<b>Method of Surveillance and Frequency (Scheduled and Unscheduled)</b>	<b>Acceptable Quality Level (Acceptable Variance)</b>
Clearance Procedures	Provide all technical aspects meet all requirements to cleared to contracted depth	Clear all sites within Contract specs to required depth and comply with IMAS and AMAS standards		Will track and record all QA/QC reports. UN and USG will be used as the external QA/QC method. Frequency: will be both unscheduled and scheduled.	Contractor shall perform within 1% of the performance standard.
Reports	Work Data maintained for the life of the contract. All required reports will be submitted on time as specified by the contract, KO, or COR	Provide all reports that are required by the Contract and COR upon request.		Progress Reports shall be submitted with all invoices, and interim progress reports shall be provided bi-weekly	No report shall be more than one week old unless approved by USG
Provide Support Staff	Provide the type and number required by the contract. Must be able to provide adequate staffing for both field and office work during the life of the contract.	Maintain staffing levels at all times including periods of leave and R+R (Except terminations for cause where it is in the USG interest to allow less staffing		Weekly Progress meeting will be used to go over staffing levels of Demining, Security, and Office teams. Frequency: Scheduled	Contractor shall be able to support all current tasks during the life of the Contract.

QUALITY ASSURANCE SURVEILLANCE PLAN:

<b>Output</b>	<b>Performance Measure</b>	<b>Performance Standard</b>	<b>Reference in PWS</b>	<b>Method of Surveillance and Frequency (Scheduled and Unscheduled)</b>	<b>Acceptable Quality Level (Acceptable Variance)</b>
Report Incidents	Contractor will report all incidents immediately to the KO. Initial report will be by phone or email. Written report will follow	All Incidents will be reported regardless of the severity to the KO or COR		Details of the procedures will be outlined in the Work Plan. Frequency: Scheduled.	Log will be kept and submitted by both the USG and Contractor from time of incident to final report and out brief.
Maintain Equipment based on vendor provided maintenance schedules and performance specifications	Rotate all equipment for maintenance as needed while maintaining a store of operational equipment for current tasks.	Complete maintenance as directed by individual equipment guidelines and company policy		Frequency-unscheduled	No schedule delays due to inoperable equipment. Acceptable variance 10%
Nothing Follows	Nothing Follows	Nothing Follows	Nothing Follows	Nothing Follows	Nothing Follows